

# **6 FAH-2 H-340**

## **THE STATEMENT OF WORK**

*(TL: CORH-1; 08-21-1997)*

### **6 FAH-2 H-341 GENERAL**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

a. The Statement of Work (SOW) is the most critical piece of the procurement request as it serves as the foundation for the Request for Proposals (RFP) or Invitation for Bids (IFB) and resultant contract. It concisely explains what is to be accomplished in terms of products or results so that the U.S. Government can effectively monitor and evaluate the progress and final result of the project. In essence, the SOW is a word picture of the items or services required. By specifically listing and defining the services to be supplied, the tasks to be accomplished by the contractor, the conditions under which the work is to be performed, and the methods by which the U.S. Government intends to judge the delivered services, the SOW in large part determines the quality of contractor performance that the U.S. Government will receive.

b. The SOW becomes a part of the contract and is thereafter legally binding upon the contractor and the U.S. Government. It provides an objective measure so that both the U.S. Government and the contractor will know when increments of work are completed and payments justified.

c. Because the basic function of a SOW is to articulate a requirements office need, that office is responsible for adequately defining and effectively expressing SOW content. One purpose of the SOW is to describe requirements precisely so that any vendor in that industry can understand what the U.S. Government wants, and respond with a reasonably priced proposal. The considerations that are presented below serve to illustrate both the various critical functions of the SOW and the importance of preparing a good work statement.

(1) The degree to which requirements can be clearly defined in the SOW generally will dictate whether the sealed bidding or the negotiated acquisition method will be chosen, as well as the type of contract (i.e., fixed-price, cost-reimbursement) to be awarded.

(2) When released in a solicitation document, the SOW may affect the number of vendors who are willing and able to respond. If the SOW is not definitive, some vendors may not respond, either because of uncertainty about the risks involved or because they do not understand the relationship of the requirement to their own particular capabilities. On the other hand, if the SOW is too restrictive, competent vendors may decline to respond because they believe that their creativity or opportunity to propose alternatives will be inhibited.

(3) The clarity and explicitness of the requirements presented in the SOW will invariably enhance the quality of the proposals submitted. A definitive SOW is likely to produce definitive proposals, thus reducing the time needed for proposal evaluation.

(4) During the proposal evaluation and contractor selection process, the SOW plays a significant role. Clear and precise requirements allow the U.S. Government to establish conclusive baselines on which sound technical evaluation criteria can be structured. Delays and administrative effort in evaluation can thus be reduced.

(5) The SOW becomes the standard for measuring the contractor's performance. When a question arises over the work to be performed, the SOW is the baseline document for resolving the question. Language in the work statement that defines the limits of the contractor's efforts is of critical importance. If the limits are hazy, it will be difficult to determine if there has been an increase in the scope of work. Negotiation of cost and schedule modifications will be impaired, if not rendered impossible.

d. See 6 FAH-2 H-341 Exhibit H-341 for a SOW checklist.

## 6 FAH-2 H-341.1 The Language of Statements of Work

(TL: CORH-1; 08-21-1997)  
(State Only)

a. Writing a SOW is an exercise in expository writing. Clarity and simplicity are far more important than style. The following techniques should prove helpful for this and all other business writing. The objective is not to create a work of literary beauty, but to draft a written document that has the least probability of being interpreted differently by different vendors.

(1) **Use Active Verbs:** Use the active rather than passive voice when stating a requirement. The active voice is more vigorous, direct, and concise. For example, say "the contractor shall inspect the site..." rather than "the site shall be inspected..." Use of second and third person pronouns is acceptable and appropriate.

(2) **Strive for Clarity:** Avoid words that are vague or inexact. Search for accurate, descriptive words rather than use routine words.

(3) **Be Concise:** Eliminate repetition. Use simple, short, and concise sentences so that a minimum of punctuation is needed. Make a conscious effort to break up long sentences. The simple sentences preferred for a SOW are based on the traditional order of subject-verb-object.

(4) **Limit Paragraph Length:** Limit each paragraph to a single idea. State the idea (topic sentence) at the beginning. Add other sentences only as necessary to develop and support the original idea.

(5) **Use Adjectives Sparingly:** Often, adjectives soften nouns and make their meaning vague. For example, adjectives such as "workmanlike," "successful," "substantial," and "adequate," used to describe expected performance, tend to decrease rather than increase the contractor's obligation.

(6) **Use Language Consistently:** Use the same words, phrases, and descriptive labels throughout to express the same meaning. A business or legal reader tends to interpret a variation in a definition, label, or phrase to mean that the writer intended a different meaning. By consistently using the same terms for the same things, you will avoid misinterpretation.

(7) **Use Mandatory Language:** Use the word "shall" to express a binding provision. The word "must" does not have the same meaning. Use the permissive terms "should" and "may" to express a declaration of purpose or other non-mandatory provision. Use "will" in cases where simple futurity is required.

(8) **Avoid Ambiguity:** Avoid using words and phrases that obscure meaning. Do not use "and/or" in a SOW. Use "or" to indicate an alternative such as "information may be supplied on typed pages or on computer printouts." Use "and" to indicate additive requirements, such as "the contractor shall supply one set of originals drawings and one set of reproductions".

(9) **Limit Use of Abbreviations and Acronyms:** Use only abbreviations and acronyms in common usage or those which you will use several times per page. Identify the abbreviation or acronym the first time you use it in the SOW. For complicated solicitations that use a lot of abbreviations or acronyms, consider developing and including a list of definitions in the solicitation document.

(10) **Metrics:** Use the metric system (with English equivalents) in all contracts unless such use adds significantly to the contract's cost or is otherwise unfeasible.

## **6 FAH-2 H-341.2 Elements of a Statement of Work**

*(TL: CORH-1; 08-21-1997)*

*(State Only)*

a. The particular issues to be addressed in a SOW will vary with the nature, purpose, size, and complexity of the work to be performed. At a minimum, however, every SOW should:

- (1) Give a precise statement of objectives;
- (2) Identify the work to be performed;
- (3) Set parameters by which the desired scope of work can be defined and by which progress and results can be measured; and,
- (4) Require some defined "end product" and some tangible form of progress/compliance reporting.

b. A SOW for a level-of-effort (labor-hour) type of requirement should specify:

- (1) Kind of personnel (labor categories) required to perform the work, and any qualification requirements (education, experience, certification, etc.) ;
- (2) Nature of work; and;
- (3) Required deliverables.

c. The discussion which follows presents elements that should be included in a SOW whenever feasible. Taken together, these elements provide an overview of points to be systematically considered in outlining and drafting the SOW.

d. In writing the final version of the SOW, you may need to combine or rearrange elements in individual sections to fit particular circumstances. The main objective should be to arrange and present the elements in a manner that:

- (1) Is logical and readable.
- (2) Emphasizes the most important elements.
- (3) Conveys exactly what is required of the contractor.

e. Bear in mind that it is necessary to tailor every SOW to particular requirements and circumstances.

## 6 FAH-2 H-341.2-1 General Description

(TL: CORH-1; 08-21-1997)  
(State Only)

a. **Background (Introduction):** Provide a general description of the requirement. Briefly discuss why the particular project is being pursued, and how the project will relate to previous, ongoing, and future projects, if applicable. The discussion should provide sufficient information to enable a prospective contractor to understand how the requirement arose and how it fits into a broader series of events.

b. **Objective (Purpose):** Provide a succinct statement of the purpose of the work or the desired end product. Explain the benefits which this project is to have for future agency missions.

c. **Scope or Summary:** The term "scope" should not be confused with the "Statement of Work" itself, as it sometimes is. The scope of work is just a "summary" of the Statement of Work describing the actions to be performed by the contractor and the desired end product. Provide an overall, non-technical description of the work to be performed. Identify and summarize the various phases of the project in terms of specific objectives, such as timing, end products, and interface with other projects or contracts. State the desired start date for the services, and the desired period of performance, including any option periods. The "scope" or "summary" must be consistent with the more detailed requirements appearing elsewhere in the SOW, and with the level of funding anticipated.

## 6 FAH-2 H-341.2-2 Technical Requirements

(TL: CORH-1; 08-21-1997)  
(State Only)

Thoroughly define the work to be performed under the contract and the essential (necessary and attainable) requirements that an item, service, material, or process must meet to be acceptable.

### (A) Requirements

(TL: CORH-1; 08-21-1997)  
(State Only)

a. Define and explain the work to be performed. Communicate the requirements clearly and completely. **Do not assume that the contractor already knows what is required or that additional information can be provided following contract award.** Do not assume that the prospective contractors are entirely familiar with the local economy (if performance abroad is required) or with any other physical, legal, or environmental matters that are key to acceptable performance of the proposed contract. Instead, describe such factors in the most efficient manner available.

b. Remember that in the event of a dispute between the U.S. Government and a contractor, only what is in writing, in clear language in the solicitation and the contract, will be considered in settlement of the dispute. At that point, references commonly understood or industry standard practices, oral understandings between the parties, or other agreements outside the contract may be of little use to the U.S. Government. Also remember that Board and court decisions often specifically decide in favor of the contractor on any matter on which the contract language is found to be vague or inadequate. In general, ambiguities are interpreted against the drafter.

c. If there are existing specifications that define what is required of the contractor, include a copy or incorporate them by reference. Remember that once the Contracting Officer sends out a solicitation, the U.S. Government must fill any request for a copy of any document that was incorporated by reference.

**(B) Tasks**

*(TL: CORH-1; 08-21-1997)*

*(State Only)*

a. Break the contract requirement ("Gardening Services") into discreet or performance based tasks ("Grass cutting," "Edging," "Fertilizing," etc.) The list of tasks should be as long as necessary to fully describe the contract requirement at the lowest level, and in the same language as is customary within the industry. That is, define each major task in a logical way, preferable the way the industry describes it, so that the sum of all the tasks ("Grass cutting," "Edging," "Fertilizing," etc.) equals the entire requirement ("Gardening Services").

b. Include testing or contractor supervisory inspection and documentation as tasks when required. Write each task paragraph so that offerors can, with their knowledge of the technology, determine the labor requirements of the task element. Avoid specifying the numbers of personnel required. The contractors, with their superior knowledge of managing the particular function in a competitive environment, can better predict personnel requirements than can the U.S. Government.

c. Write the definition of each task to include a description of the required quality of the desired end product, i.e., a performance-based description. For example: "Grass Cutting. The contractor shall cut grass in the areas outlined in (reference to map included in the contract) so as to maintain grass at a height of not more than eight centimeters and not less than four centimeters. Each expanse of grass shall be maintained so as to present at all times a smooth, uniform appearance." In this definition, the U.S. Government avoids the inevitable problems that result from imposing fixed grass cutting schedules (since grass grows at different rates depending upon season, rainfall, and other factors) or of the need for someone having to tell the contractor each time the grass is to be cut. Notice also that to determine at any time whether the contractor is in compliance with the contract requires only a simple spot check of the height of the grass at a few locations.

**(C) Task Phasing**

*(TL: CORH-1; 08-21-1997)*

*(State Only)*

a. Indicate the sequence in which the work is to be performed. Some acquisitions may require task phasing for sequential stages of work. Surface cleaning, patching of holes and irregularities, priming, and painting describe one work effort which can be divided into individual phases.

b. Tasks which can be conducted concurrently and those requiring sequential performance should be appropriately scheduled. Try to leave to the contractor as much flexibility of task scheduling as possible. This gives the contractor more responsibility for requirement completion, and denies the contractor the excuse that the U.S. Government's schedule is impossible for performance of the tasks. If, instead of tasks, geographic areas of work must be performed sequentially, define those areas, develop specific task descriptions for each area, and include the desired sequence in which you want the areas completed.

## **6 FAH-2 H-341.2-3 Period of Performance and Deliverables or End Products**

### **(A) Period of Performance**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

Specify the number of months (or other time period) required for total performance and, if appropriate, for each phase of the work.

### **(B) Deliveries or End Products**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

Identify the deliverables or end products required under the contract, their delivery dates, and the criteria for acceptance. If the delivery is data, identify and describe the specific kinds of data required and any standards to which the data must conform. If the deliverable is a report, specify desired format and content. Specify the number of copies (data or reports) to be furnished. State the specific person or office and the address to which delivery must be made.

**(C) Delivery Schedule**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

Specify the proposed starting date and date of delivery for each end product or deliverable. The schedule should be stated in precise terms--describing the items to be delivered both during the period of performance and at completion of the contract. Delivery or completion schedules may be expressed as calendar dates or in terms of a number of days from the date of contract award, Contracting Officer notice, or other contractual event. When using days, specify work days or calendar days, keeping any local and U.S. holidays in mind.

**(D) Coordinating Performance/Delivery Schedules**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

The period of performance and delivery schedule should relate to any interface requirements of the work. If the contract product depends on other U.S. Government actions, then deliveries should be scheduled to coincide with the related actions. If there is no such interdependency of delivery dates, then the period of performance may be specified as number of days after contract award.

**(E) Method/Place of Delivery**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

When supplies, equipment, or other tangible materials are to be acquired, specify the place and method of delivery.

**(F) Preservation and Packaging**

Detail any markings and preservation, packaging, handling, and shipping instructions. For instance, for a contract for packing and crating of household goods, the COR may wish to develop an extensive list of preservation and packaging requirements whereas a contract for installation of wiring may have few, if any, such preservation and packaging requirements.



## **6 FAH-2 H-341.2-4 Progress and Compliance**

### **(A) Progress and Status Reports**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

a. Contractor preparation and submission of technical and compliance progress reports may be required for the Contracting Officer and COR to track the on-going status of a contract. Design such reports to reveal the information required to keep the Contracting Officer, COR, and contractor knowledgeable about the contract.

b. The Federal Acquisition Regulation, Subpart 4.3, encourages the use of recycled paper and double-sided printed/copied documents when a contractor is required to submit paper documents to the U.S. Government. Keep in mind that contractors include as part of their price the costs associated with generating required reports. So, to save the U.S. Government money and to avoid wasting paper, do not request paperwork or reports from contractors that will either not be looked at or will not provide useful information.

c. Specify any progress report requirements and discuss those areas the reports are to cover, the format, the criteria to be used in accepting reports, the number of copies the contractor should submit, and to whom they should be submitted as shown in the following sample:

The contractor shall furnish 2 copies of a monthly letter type progress report to the Contracting Officer on or before the 15th of the month following the calendar month being reported. Each report shall contain concise statements covering the month's activities. Copies of the monthly progress report and transmittal letter shall be delivered to the Contracting Officer at the following address:

d. If the Contracting Officer chooses to require contractor reports, he or she may wish to consider including one or more of the following kinds of information for the reporting period:

- (1) A clear and complete account of the work performed on each task;
- (2) Notification of any changes in key personnel associated with the contract;
- (3) Projected schedule of the work to be accomplished during the next reporting period and until contract completion;
- (4) Description of the approach taken, progress in achieving contract objectives, and estimate of percentage of technical work completed;
- (5) Description of any problems encountered or anticipated that will affect the completion of the contract within the time and fiscal constraints set forth in the contract, together with recommended solutions, or, a statement that no problems were encountered; or
- (6) Summary of any problems or concerns requiring U.S. Government guidance or assistance.

e. If contractor reports are required as a part of contract performance, the Contracting Officer and COR may wish to develop a report format (such as a "fill in the blanks" type report) and include it in the solicitation. Left to develop their own formats, contractors may not report bad news or provide needed regular status reports.

**(B) Inspection and Acceptance**

*(TL: CORH-1; 08-21-1997)*

*(State Only)*

a. If U.S. Government officials must review or approve information on progress or compliance, state a time from the date of report submission after which the contractor may assume U.S. Government approval. Otherwise, you may find that the contractor has stopped work awaiting a response to its last report.

b. If the U.S. Government will inspect to determine contractor compliance, then include in the solicitation and contract the specifications and procedures for inspection, testing, and other quality measures the U.S. Government will use for verifying whether the supplies or services conform to contract quality requirements. It is only fair that the contractor know what standards will be applied to its products or services.

**(C) Warranties**

*(TL: CORH-1; 08-21-1997)*

*(State Only)*

Explain the need for, and fully define, any warranties or guarantees to be required of the contractor.

## **6 FAH-2 H-341.2-5 U.S. Government Furnished Equipment (GFE), Data, Property, or Services**

### **(A) Government Property/Facilities**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

If the U.S. Government plans to provide the contractor with any property or facilities for use in performing the contract work, or if the contractor is to acquire non-expendable property with contract funds, describe the property to be furnished or acquired (kinds, size, individual items, and quantities); when the property will be furnished to or acquired by the contractor; and the condition and value of the property. The Contracting Officer will provide the contract provisions for regulating the use and disposition of the property.

### **(B) Insurance**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

Even though the U.S. Government usually self-insures, the SOW should require the contractor to carry insurance on any non-expendable U.S. Government property to be furnished. To understand why, consider the example of U.S. Government-furnished vehicles in an local guard contract. By requiring the contractor to fully insure the vehicles, the U.S. Government creates a financial incentive for the contractor to control how its employees care for the vehicles, since poor treatment can cause the insurance company to raise the contractor's insurance rates.

## **6 FAH-2 H-341.2-6 Special Considerations**

### **(A) Government-Furnished Expendables**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

If the COR considers it appropriate to furnish the contractor with certain expendable items necessary for contract performance, set reasonable limits on the amounts the Government will supply, and require the contractor to pay for any additional quantities required. The objective is to create a financial incentive for the contractor to carefully manage the use of the materials, and to discipline employees who fail to take proper care of the items.

**(B) Special Terms and Conditions**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

Describe any special provisions or situations about which the contractor should be informed. This is necessary only when such information cannot logically be included elsewhere.

**(C) Travel**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

Describe any requirements or approvals necessary for travel, including destinations (if known), number of trips, and number of days per trip.

**6 FAH-2 H-341.2-7 References (Applicable Documents)**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

a. Provide a list (by title and number, if any) of all documents, or parts of documents, referred to elsewhere in the SOW. The list may include scholarly studies, technical reports and publications, specifications, standards, and other materials needed to clarify or support the work.

NOTE: Merely listing the documents in this section does not establish a contractual obligation to adhere to any provisions contained in them. You must state any such obligation within the "Technical Requirements" section or a separate part of the SOW. Be sure to limit the obligation to document provisions which apply to specific tasks and which are clearly not in conflict with other provisions presented in the SOW.

b. Explain where the materials may be obtained, or where and when it will be made available for review. If access is too difficult or expensive, it may limit the number of willing offerors, or, in extreme circumstances, serve as a basis for a protest.

**6 FAH-2 H-341.2-8 Attachments**

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

a. It may sometimes be necessary to include rather lengthy materials in the solicitation itself, so that offerors will have sufficient information to prepare adequate proposals. The materials will be included in the solicitation as attachments to the SOW.

b. If you wish to include attachments to the SOW:

(1) Include only those materials which are necessary to the offeror's understanding of the requirement;

(2) State in the body of the SOW (in the background section or the detailed work requirements section, for example) that such attachments are provided;

(3) Indicate, as a prefatory note to the attachments, whether the material is provided merely as background information or whether portions of the material set forth contractual obligations; and

- (4) Include copies of the material to be attached in the procurement request.

## 6 FAH-2 H-342 FINAL POINTS

*(TL: CORH-1; 08-21-1997)*  
*(State Only)*

a. **Do not use "catch-all" paragraphs or phrases with the intent of pretending that anything else the Department may think of later was already included in the SOW.** The practice is tempting because it seems to make changes unnecessary—i.e., all one has to do is reinterpret the existing words. But such catch-alls are a trap for two reasons: first, they force contractors to pad their estimates; second, they give contractors a chance to outmaneuver you and to include (and get paid for) things you do not want.

b. **Do not include in the SOW itself any provisions dealing with legal, financial, or contract administration related issues (e.g., cost/price estimate, U.S. Government option to extend, recommended type of contract).** Discuss these matters, as necessary, in a separate part of the procurement request.

c. **Do not obscure your presentation of requirements by mixing proposal requirements and contractual requirements.** The SOW should address only the work and the end items required **after** a contract is awarded. Instructions for technical proposal preparation will be inserted in the appropriate section of the solicitation by the Contracting Officer. Should you require any special issues to be addressed in the proposals, you should provide special instructions in a separate part of the procurement request package.

## 6 FAH-2 H-343 THROUGH H-349 UNASSIGNED

# **6 FAH-2 H-341 Exhibit H-341 CHECKLIST FOR PREPARING A STATEMENT OF WORK**

*(TL: CORH-1; 08-21-1997)*

## **GENERAL DESCRIPTION**

What products/services are required?

Who will use the products and how?

Does the general description explain the rationale for the project?

Is the general description information readily distinguished from the contract requirements?

## **TECHNICAL REQUIREMENTS**

What stages or phases can the project be broken into?

When are the results of the project needed and how long should the project take?

Are the technical requirements so stated that the contractor can estimate costs and the labor and resources needed to accomplish each phase of the work?

Are the design specifications clearly differentiated from contractor (performance specification) responsibilities?

Are the responsibilities of the contractor so stated that the COR and the contractor can determine that requirements have been met before acceptance?

Are there different possible methodologies? Is the preferred one clearly identified?

What should be the skills mix, qualifications, and experience of the contractor and staff?

Will readers understand the technical information?

Are any references dated, available, properly cited, timely, and pertinent to the task?

## **6 FAH-2 H-341 Exhibit H-341 — Continued**

### **DELIVERABLES AND END RESULTS**

Have delivery or performance requirements and schedules been clearly and explicitly defined?

Is there a date for the key task the contractor is to accomplish and for each item he or she is to deliver? If elapsed time is used, does it specify calendar days or work days?

### **PROGRESS AND COMPLIANCE**

What quality standards should be specified for the product or services?

Have requirements and schedules for progress reports and technical data been enumerated?

What inspection and acceptance procedures will be used by the Government to verify the contractor's compliance with the Statement of Work?

### **GOVERNMENT FURNISHED EQUIPMENT, DATA, PROPERTY OR SERVICES**

What Government property, equipment, or data is to be furnished and when will it be made available to the contractor?

Is contractor responsibility established?

### **SPECIAL CONSIDERATIONS**

What additional, relevant information should be made known to the contractor?

Where should the project take place?

Will travel be required?

Are there special safety considerations?

Are holidays properly accounted for?

### **REFERENCES**

Are references dated, available, properly cited, timely, and pertinent to the task?